

SURREY, KARASIK, GREENE AND HILL

1156 15TH STREET, N.W.

WASHINGTON, D. C. 20005

(202) 696-9000

CABLE: SUREHILL

TELEX: 20440 SUREHILL US

May 6, 1970

Mr. Gary Breneman
Office of the General Counsel
Central Intelligence Agency
Room 7D07
Washington, D.C. 20505

Re: International Student Conference v.
U.S. National Student Association

Dear Mr. Breneman:

Pursuant to our telephone conversation, I am
enclosing a copy of the complaint filed in the above-
mentioned case.

Sincerely yours,


Stanton D. Anderson

Enclosure
SDA:jd

175

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS

INTERNATIONAL STUDENT CONFERENCE
Leiden, Netherlands

Plaintiff

v.

Civil Action No.

UNITED STATES NATIONAL STUDENT
ASSOCIATION
A District of Columbia Corporation
2115 S Street, N.W.
Washington, D.C.

Defendant

C O M P L A I N T

(Action For Debt)

1. The plaintiff is an international organization

with headquarters in Leiden, Netherlands.

2. Defendant is a corporation organized in the Dis-

trict of Columbia with headquarters at 2115 S Street, N.W.

3. Over a period of years the International Student

Conference advanced funds on behalf of the United States National Student Association for travel grants to American students travelling abroad, for supporting various other activities of the United States National Student Association, and for technical assistance in various matters for the United States National Student Association.

4. In February 1967 the United States National Student Association was expelled from the International Student Conference. At the time of the expulsion the United States National Student Association was indebted to the International Student Conference in the sum of \$14,812.51. Between that date and February 20, 1969 the United States National Student Association had made payments in various sums reducing the debt to the sum of \$9,608.60.

3. Despite numerous requests to pay the outstanding balance on the debt, the United States National Student Association has failed to make any further payments on the remaining amount owed to the plaintiff.

WHEREFORE, the plaintiff demands judgment against the defendant in the sum of \$9,608.60 together with interest at the rate of 6% per year from February 20, 1969, and the costs incidental to this action.

INTERNATIONAL STUDENT CONFERENCE

By 8/

DAVID CARLINER
Attorney for Plaintiff
902 Warner Building
Washington, D.C. 20004
Telephone: 628-3113

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS

INTERNATIONAL STUDENT CONFERENCE,)

Plaintiff)

v.)

Civil Action No. 494-78)

UNITED STATES NATIONAL STUDENT)
ASSOCIATION,)

Defendant)

OPPOSITION TO MOTION FOR EXTENSION
OF TIME IN WHICH TO OPPOSE PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

Plaintiff opposes defendant's motion to extend time to file an opposition to plaintiff's motion for summary judgment, and as reason therefor states as follows:

by defendant in order to properly oppose plaintiff's motion is not presently in its possession, and that much of the information required is in the sole possession of the plaintiff, as in contradiction to a prior admission by the defendant through its counsel, Michael Nussbaum, Esq., of the firm, Surrey, Karasik, Greene and Hill, who stated on August 7, 1969 with regard to the claim by the plaintiff against the defendant as follows:

"I have today received the figures from NSA relating to the ISC debt. According to NSA, the net amount outstanding is \$10, 040.58." See copy of letter dated August 7, 1969 from Michael Nussbaum to David Carliner attached as Exhibit A.

2. Defendant's interrogatories propounded to plaintiff are largely irrelevant to the debt asserted by the plaintiff.

e.g., interrogatories 1, 2, 3, 4, 5 (a), (b), (c), 6 (a), (b), (c), (d), (e), (f), (g), 7(a), (b), (c), (d), and 8 (a), (b), (c), each relate to the structure and internal operations of the International Student Conference and appear to be dilatory as well as a quest for irrelevant information not bearing upon the existence of the debt to the plaintiff.

3. Interrogatory number 9 relating to an alleged assignment of the claim set forth in the complaint by the plaintiff bears upon an allegation set forth in the defendant's Answer at its "Fifth Defense", which states, "upon information and belief, defendant alleges that the claim set forth in the complaint has been assigned by plaintiff to person or persons unknown, who are the real parties in interest herein." The allegation on its face indicates that the defendant has "information" upon which this allegation is based. Such information, of course, could be set forth in a verified affidavit instead of a mere allegation.

4. The information sought in interrogatory 10 (a), (b), (c), (d) and (e)(i), (ii), (iii), 11 (a), (b), (c), (d) and (e), 12 (a), (b), and (c) appears to be within the information already available to the defendant in view of its express admission that it was indebted to the plaintiff as of August 7, 1959 in the sum of \$10,040.58, which is in excess of the sum claimed by the plaintiff.

Respectfully submitted,

DAVID CARLISLE
902 Warner Building
Washington, D.C. 20004
Attorney for Plaintiff

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS

INTERNATIONAL STUDENT CONFERENCE,)

Plaintiff)

v.)

Civil Action No. 494-70)

UNITED STATES NATIONAL STUDENT
ASSOCIATION,)

Defendant)

AFFIDAVIT OF DAVID CARLINER

David Carliner being first duly sworn on oath according to law deposes and says:

1. Upon information and belief, the accounting firm of Ernst & Ernst conducted an audit of the indebtedness owed by the United States National Student Association to the International Student Conference, and that pursuant to the request of *Perkins & Co.* Ernst & Ernst the International Student Conference submitted to the firm of Ernst & Ernst a full statement of account of the transactions between the defendant and the plaintiff on or about March 26, 1969 as appears from the attached correspondence, *United States National Student Association* namely a request by Ernst & Ernst dated March 18, 1969, and response by the International Student Conference dated March 26, 1969.

2. On or about August 8, 1969 he received a letter from Michael Nussbaum, Esq. of the law firm, Surrey, Karasik, Greene and Hill, dated August 7, 1969, attached hereto.

3. The reference in the letter of August 7th to an "understanding that the Executive Director of the National Student Travel Association (a nonprofit affiliate of NSA) had concluded arrangements whereby ISC would credit the NSA account with all or part of a \$5,000 balance owed by ISC to NSA", has not been asserted as an offset by the defendant in the present action. Nonetheless, upon information and belief, affiant states that on

January 25, 1969 the Board of Directors of the National Student Travel Association decided that it would not authorize use of further funds from student travel project account for the payment of the National Student Association debt to the International Student conference.

DAVID CARLYNE

Subscribed and sworn to before me this day of
June, 1970.

Notary Public

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS

INTERNATIONAL STUDENT CONFERENCE,)
Plaintiff)

v.)

UNITED STATES NATIONAL STUDENT)
ASSOCIATION,)

Defendant)

Civil Action No. 494-78

MOTION TO QUASH INTERROGATORIES

Plaintiff moves to quash defendant's interrogatories propounded to plaintiff and as points and authorities in support of such motion relies upon the opposition to Motion For Extension Of Time In Which To Oppose Plaintiff's Motion For Summary Judgment, and the Affidavit in support.

DAVID CARLINER
202 Warner Building
Washington, D.C. 20004
Attorney for Plaintiff

JUNE 1966
 GARY GUNSON
 TULSA 6600 GUNSON BL

David Carliner, Esq.
Warner Building
Washington, D. C. 20004

Dear David:

It is, however, my understanding that the Executive Director of the National Student Travel Association (a nonprofit affiliate of NSA) had concluded arrangements whereby ISC would credit the NSA account with all or part of a \$5,000 balance owed by ISC to NSTA. I would appreciate your checking this with your client.

Subject to this credit, NSA agrees to pay the amounts due and owing to ISC, provided that ISC execute a hold harmless agreement making it clear that no assignee of or successor to ISC will claim any of the sums NSA pays. I must insist on this because of my understanding that ISC may no longer exist as an entity and that there are either assignees or successors in the picture.

With best personal regards,

Sincerely,

Michael Nussbaum

MN: hm

X/12/2a

26th March, 1969.

Messrs. Ernst & Ernst,
1225 Connecticut Avenue, N.W.,
WASHINGTON, D.C. 20036,
USA.

Gentlemen,

Following the request of the United States National Student Association the Secretariat of the International Student Conference is pleased to submit to you the relevant Statements of Account between USNSA and the Secretariat. From a consideration of the Secretariat's Statements of 16th January, 1968 and 21st February, 1969, you will note that the sum due to the Secretariat at 30th September, 1968 amounted to D.fl. 41,790.93 (US \$11,608.69). You will also

be aware that the sum due to the Secretariat at 30th September, 1968 was reduced by US \$2,000.00 from that due on 30th September.

I trust that this information is satisfactory for your purposes.

Yours sincerely,

INTERNATIONAL STUDENT CONFERENCE

RJB/pl

Ronald J.J. Bell
Associate Secretary.

3/18/69

REQUEST FOR STATEMENT OF ACCOUNT

INTERNATIONAL STUDENT CONFERENCE
c/o RIM LATHIN, SECY-GEN L
POST BOX 36
LEIDEN, NETHERLANDS

Gentlemen:

Our auditors are making an examination of our financial statements and wish to obtain a complete statement of our account with you as of the date shown below. Please furnish them with details of our indebtedness to you on open account, notes, acceptances, loans, or contracts. If secured, state nature and extent of security.

Your prompt reply direct to our auditors, Ernst & Ernst will be appreciated. A reply envelope which requires no postage is enclosed for your convenience.

Very truly yours,

UNITED STATES NATL STUDENT ASSOCIATION

Statement requested as of 9-30-68

WASHINGTON

Please send statement to

Office of Ernst & Ernst

1225 Connecticut Ave., N.W.
Washington, D.C. 20036

If feasible, a reply by 4-5-69 would be greatly appreciated.

Yr. Svc.

AGREEMENT entered into between the United States National Student Association, a District of Columbia nonprofit corporation, and the Central Intelligence Agency, an Executive Agency of the United States Government.

WHEREAS, certain relationships and financial arrangements heretofore have existed between the United States National Student Association (hereinafter "the Association") and the Central Intelligence Agency and certain of its agents and instrumentalities (hereinafter collectively "the CIA"); and

WHEREAS, the parties have found it appropriate wholly to sever all such relationships and arrangements in all respects; and

their total severance of all relationships and arrangements.

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

1. All right, title, and interest in and to the property located at 2115 and 2117 S Street, N. W., Washington, D. C. forthwith shall be transferred to and assumed by the Association free and clear of all liens, encumbrances, and other interests, but subject to the first deed of trust thereon and the bank indebtedness presently secured thereby, and the CIA shall have no further interest therein and shall bear all costs and expenses involved in the transfer.

2. The occupancy agreement between The Independence Foundation of Boston, Massachusetts and the Association, dated October 1st, 1955, shall be canceled and terminated as of the date upon which the aforesaid transfer of property occurs.

3. Except for the obligations herein set forth, all relationships, arrangements, agreements, and transactions between the CIA and the Association hereby are canceled, terminated, and annulled.

4. The Association, on behalf of itself, its successors, and assigns, and the CIA, on behalf of itself, its successors, assigns, agents, and instrumentalities, and with respect to all matters in which the CIA is the real party in interest, each hereby release the other from all actions, causes of action, debts, dues, accounts, reckonings, covenants, contracts, damages, and claims and demands whatsoever of any type or kind which either ever had, now has, or hereafter can, shall, or may have against the other by reason of any matter, cause, or thing whatsoever prior to the date hereof.

5. Each party agrees to take all steps which may be necessary to cause the foregoing to be expeditiously accomplished.

6. The Association's execution of this agreement is subject to its ratification by the Association's National Supervisory Board and National Student Congress.

IN WITNESS WHEREOF the parties have signed this agreement this eleventh day of August 1967.

UNITED STATES NATIONAL STUDENT ASSOCIATION

By *W. Eugene Davis* (Seal)
President

CENTRAL INTELLIGENCE AGENCY

By *Lawrence T. Howell* (Seal)
General Counsel

SUMMONS IN A CIVIL ACTION

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS
CIVIL DIVISION

Fourth Street between E and F Streets, N. W.

INTERNATIONAL STUDENT CONFERENCE
Leiden, Netherlands

Plaintiff

Civil Action File No. GS4940-70

vs.

UNITED STATES NATIONAL STUDENT
ASSOCIATION
2115 S Street, N.W.
Washington, D.C.Defendant and
Third Party Plaintiff

vs.

CENTRAL INTELLIGENCE AGENCY
Washington, D.C.SERVE: General Counsel's Office
Third Party Defendant

ALIAS

SUMMONS

COPY

RECEIVED
U.S. DISTRICT COURT
WASHINGTON, D.C.
JUL 16 1970

To the above named Defendant and Third Party Defendant: CENTRAL INTELLIGENCE AGENCY

On or before JUL 27 1970 you, or your attorney, are required to appear at the above address and to file there an answer to the attached complaint.

The answer must be filed at the courthouse in Room 102 between 9:00 a.m. and 4:00 p.m. Mondays through Friday or between 9:00 a.m. and 12:00 Noon on Saturdays, but not on Sundays or holidays. On or before the day you file your answer, a copy of it must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, the answer must be mailed to the plaintiff at the address stated on this summons.

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, contact one of the offices of the Legal Aid Society or the Neighborhood Legal Services for help or come to Room 102 of the courthouse for more information concerning places where you may ask for such help. Act promptly because your answer must be filed by the above date.

Juan A. del Real

Juan A. del Real

JOSEPH M. BURTON
Clerk of the Court

Home of ~~XXXXXXXXXXXX~~ Defendant and
Third Party Plaintiff's Attorney
1156 15th Street, N.W.
Washington, D.C. Address 20005

Date: JUN 16 1970

NOTE: This summons is issued pursuant to Rule 4 of the Court.

BRING THIS SUMMONS WITH YOU AT ALL TIMES

BEST COPY
AVAILABLE

May 17/10

called back; is
going to check on his files.
Asked that I check for NSA
content. [redacted] says it was at NSA [redacted] at
Hq and.

May -

Found Release; no indication of
has been "ratified" by students

430

Discussed case with [redacted]; generally
felt we should hold the line.

435

Called [redacted] asked if he knew
if agreement was "ratified"
Said he would call back.

435

Called Anderson; not in but will
call back.

445

Called back - Read him Release;
he asked for copy. [redacted] 7
think [redacted] [redacted]

May 145

Called Anderson; on other line; will
call back; mailed copy of Release
to him.

200

Anderson had called; returned his call;
asked if I could have a copy of the
complaint filed by ISL. He said yes and
that he would send me one.

DISTRICT OF COLUMBIA COURT OF GENERAL SESSIONS

INTERNATIONAL STUDENT CONFERENCE,

Plaintiff,

vs.

Civil Action No. GS4940-70

UNITED STATES NATIONAL STUDENT
ASSOCIATION,Defendant and
Third Party Plaintiff,

vs.

CENTRAL INTELLIGENCE AGENCY,
Washington, D.C.

Third Party Defendant,

SERVE ONE COPY:
General Counsel's Office
Central Intelligence Agency
Washington, D.C.THIRD PARTY COMPLAINT BY DEFENDANT
UNITED STATES NATIONAL STUDENT ASSOCIATION

1. Plaintiff INTERNATIONAL STUDENT CONFERENCE has filed a complaint against this defendant alleging a debt owed by defendant to plaintiff in the amount of \$9,603.60; a copy of the Complaint is attached hereto as Exhibit A and is hereby incorporated by reference.

2. The Complaint alleges that defendant's debt arises from an advancement of funds made by plaintiff, over a period of years, on behalf of defendant for travel grants to American students traveling abroad, and for various other activities of defendant.

3. Assuming that such advancement of funds was in fact made by plaintiff, it was made for the sole benefit of the third party defendant CENTRAL INTELLIGENCE AGENCY (CIA).

BRING THIS SUMMONS WITH YOU AT ALL TIMES

4. In the event that a judgment is entered in this civil action against defendant UNITED STATES NATIONAL STUDENT ASSOCIATION, then and in that event third party defendant CENTRAL INTELLIGENCE AGENCY is liable to defendant UNITED STATES NATIONAL STUDENT ASSOCIATION for indemnity or contribution toward satisfaction of said judgment.

Defendant SURREY, KARASIK, GREENE & HILL

C O N F

By

Juan A. del Real
Juan A. del Real
1156 15th Street, N.W.
Washington, D.C. 20005

1. The plaintiff is an international organization

1st B. Quarters in CERTIFICATE OF SERVICE

2. Defendant is a corporation organized in the Dis-

I hereby certify that a copy of the foregoing Third Party Complaint by Defendant United States National Student

Association was mailed, postage prepaid, this 15th day of June, 1970, to David Carliner, Esquire, Attorney for Plaintiff, Warner Building, Washington, D.C. 20004.

travelling abroad, for supporting various other activities of the United States National Student Association. assistance in various matters for Juan A. del Real National Student Association.

4. In February 1967 the United States National Student Association was expelled from the International Student Conference. At the time of the expulsion the United States National Student Association was indebted to the International Student Conference in the sum of \$14,812.51. Between that date and February 30, 1969 the United States National Student Association had made payments in various sums reducing the debt to the sum of \$9,600.60.

BRING THIS SUMMONS WITH YOU AT ALL TIMES

SURREY, KARABIK, GREENE AND HILL

1150 15TH STREET N.W.

WASHINGTON, D. C. 20005

(202) 450-5220

CARLE: NUMBER

TELEX: 24446 SUMMA UD

June 16, 1970

**Civil Clerk
D.C. Court of General Sessions
4th and E Streets, N.W.
Washington, D.C. 20001**

Re: International Student Conference vs.
United States National Student Association
Civil Action No. GS4940-70

Dear Sir:

Enclosed herewith is the Affidavit of Charles F. Palmer, which as a result of an oversight was omitted from Defendant's Motion for Extension of Time in Which to Oppose Plaintiff's Motion for Summary Judgment.

Further, please note that Defendant's Motion for Extension of Time has a typographical error on the caption of the case. The correct title is:

Please make the corrections on the caption of Defendant's Motion and attach the Affidavit to the aforesaid Motion.

A complete set of the Motion, including Affidavit, has been served on David Carliner, Esquire, attorney for plaintiff.

Sincerely,

Juan A. del Real

JADR/lrl
Enclosures

Charles F. Palmer, Affiant

Subscribed to and sworn to before me this 15th day of June, 1970.

Notary Public
Mr. Cornelius E. Jones Dec. 21, 1874

PRACICE

District of Columbia Court of General Sessions

THE 16th DAY OF June

INTERNATIONAL STUDENT CONFERENCE,

vs.

Plaintiff,

No. GS4940-70

UNITED STATES NATIONAL STUDENT ASSOCIATION,

Defendant.

The Clerk of said Court will please enter my appearance as attorney for
the defendant in the above-captioned action.

LC-7

Copy served upon David Carliner,
Attorney for Plaintiff, this 16th
day of June, 1970.

Juan A. del Real
Attorney for Defendant

Juan A. del Real
1156 15th Street, N.W.

whether this information is possessed directly by you, or by agents, employees, representatives, investigators, or, unless privileged, by your attorneys or their agents, employees, representatives, or investigators.

If any of these Interrogatories cannot be answered in full, you must answer to the extent possible, specifying the reasons for your inability to answer the remainder and stating whatever information, knowledge, or belief you do have concerning the unanswered portion.

1. Describe in detail the present legal composition of plaintiff.
2. Is the International Student Conference presently a partnership.

**STATEMENT OF THE SUPERVISION COMMITTEE CONCERNING THE
13TH CONFERENCE AND THE FUTURE OF THE ISC**

Since its creation in 1952, the Supervision Committee of the International Student Conference has taken many decisions of major importance to the international student community. None, however, have been as serious as those which the Committee at its meetings held in Leiden between 9th - 14th February, 1969 has had to take. The Supervision Committee has decided:-

that it is not possible to convene the 13th Conference;

that it is not possible for the ISC to be maintained as a viable organisation;

to recommend to the member unions of the ISC that they should confirm by postal referendum that the ISC should be dissolved;

that the activities of the ISC Secretariat should be wound up by 31st March, 1969.

that the activities of the ISC in the field of scholarship assistance and developmental aid should be continued by the International University Exchange Fund constituted as a separate and independent organisation.

It had not been the wish of the Supervision Committee that it should have the responsibility of taking these decisions which will have immense impact on the international student community. Under the circumstances, however, the Committee has not shirked from the responsibility of taking these decisions.

At its meeting held in Leiden in February, 1968, the Supervision Committee laid down the nature of the 13th Conference which it had wished the Secretariat to have organised. The Conference was to be open to all National Unions wishing to participate in the activities of the International Student Conference and was to be a forum at which the structure and activities of the ISC would have been reorientated to meeting the needs and aspirations of the international student community.

On the basis of the financial commitments made by the various National Unions and other fund sources, the ISC Secretariat announced in November, 1968 that the 13th Conference would take place in Salzburg, Austria from February 18th - 27th, 1969. At the end of January, 1969 when the planning for the Conference was at a very advanced stage, the Secretariat learnt that a significant part of the funds committed for the Conference would not be available. The Secretariat re-examined the budget of the Conference and reduced it to its barest minimum, but there was still a deficit of about \$9,000. Despite the strenuous efforts made by the Secretariat and help given by several National Unions, this deficit could not be covered. The estimated reduction in costs which could have been achieved by shortening the Conference was insufficient to cover this deficit. Accordingly, the Secretariat felt that it was impossible to go ahead with the plans for the Conference and decided to call an urgent meeting of the Supervision Committee to discuss the situation.

Feb 1969
S. J. Committ

"The ISC has now, since the Supervision Committee entered into full session in Leiden on 13 February, decided to cancel the holding of the 13th Conference. The Secretariat has issued a circular which has not yet reached us announcing the cancellation. The Supervision Committee has instructed the Secretariat to close down the Secretariat and has issued a circular letter to all member unions asking them to comment within three weeks on the proposal of the Supervision Committee to dissolve the ISC."

"It appears that, from the legal point of view, the ISC can ask the Dutch authorities, who hold a register of all international organizations, to have its name removed from the register which means it thereafter no longer has any legal status. Normally we gather an organization simply becomes moribund and when this
~~the name of the organization is removed from the register~~
of the register. We would prefer, and we feel sure that you would agree, that the Secretariat should take a positive step to have the ISC's name removed."

- 2 -

The Supervision Committee met on 9th February, 1969 in Leiden and decided that for financial and technical reasons it was not possible to hold the Conference as scheduled. During the lengthy discussions which followed, the Committee sought to find some arrangements which would have enabled the Conference to be held. Costs incurred in the preparation for the planned Conference in Salzburg further reduced the funds available and the Supervision Committee was of the opinion that any reduction of travel grants would have made the holding of the Conference a meaningless exercise. Faced with the undeniable reality of the Conference Fund, inadequate even to holding a Conference restricted to member unions and bearing in mind the wishes of many member organisations for a very broad-based Conference, the Supervision Committee reluctantly came to the conclusion that no Conference could be held in the foreseeable future. However, the Supervision Committee noted with gratitude the financial support of SP5, NSU, OH, PKPM, NUKS, DSF, SYL, NZUSA, NUALS for the Conference.

As a consequence of this decision the Supervision Committee turned to the examination of the viability of the International Student Conference continuing to operate as an institution for international student co-operation. This in turn led the Committee to examine the changes that have taken place in the international student community over the past two years and the present trend of developments among National Unions of Students.

The period since the last International Student Conference held in 1966 has witnessed a dramatic increase in the concern of students and student organisations throughout the world with not only the question of their education and their participation in it but also with the ills and inequities of the society in which they live. This trend has not been restricted to any one continent yet nowhere has the political change been as marked as in Europe. While the increase in the politicisation of students and their greater involvement in society is, in the opinion of the Supervision Committee, a generally welcome advance it is drawn to the conclusion that it is the political developments that have occurred in the European and North American student scene that are chiefly responsible for the International Student Conference being in the state it finds itself today. The politicisation of students in Asia, Africa and Latin America has also progressed. However, National Unions of Students in these areas have continued to value the work and political orientation of the ISC and the changes in their attitudes to the International Student Conference that have occurred have not been of the nature or degree that could have led to the present situation.

National Unions in Europe have been influenced in differing measure by the changing student mood and now at present it is not possible to create a consensus between those unions who over the years have traditionally found the International Student Conference to be the most appropriate vehicle for the international contacts and multilateral co-operation.

The European Unions today are unable to agree on such fundamental issues as their approach to the purpose, functions or even structure of the International Student Conference.

These unions can be divided into three rough groupings.

The first includes those unions whose policies emphasise the importance of the student as the vanguard in the struggle to completely restructure bourgeois society and believe that because of its present nature, this change can only be brought about by revolutionary means.

- 3 -

The second group comprises those unions whose membership also believes that students have a significant role to play in the reform of society and the alleviation of its ills, but whose approach is within the context of the present system, and who favour operating in the nature of political pressure groups.

The third group consists of those unions whose membership subscribes to a "student as such" approach and whose interests and activities are thereby confined strictly to those matters which involve the interests of students in their capacity as students.

While the first radical group of National Unions is still a minority of the total, it has grown markedly in the past two years and the political trend in Europe is towards this pole. These unions, however, do not find it useful to engage in dialogue with other unions who do not share their approach to political questions and student unionism. Even the larger middle group of "moderates" are unable to effect a meaningful dialogue with the more activist group. At the other end of the scale is the handful of unions who still subscribe to the archaic and outdated "students as such" concept and who thereby have isolated themselves from dialogue with either of the other two groups. This has resulted in a general breakdown in the consensus that once was possible amongst the European member unions of the International Student Conference. Thus, in relation to the European National Unions it has become impossible for the ISC to be universal and

As a result of the breakdown of the consensus among the ISC unions in Europe, the ISC can no longer have a broad and firm financial base.

It is an unfortunate fact of international student life that the finance for an organisation such as the International Student Conference, its administration and programme of activities must be raised with the help of unions in the developed countries, in Europe and North America. Unfortunately, a number of these unions who have the possibility of providing financial support to an organisation which can benefit in a real way unions in the less developed countries are often motivated by national considerations which are not infrequently at variance with the declared goals of the organisation. No incident could exemplify more clearly the powerlessness of the majority of the unions in the ISC who come from developing countries, unions who are not in a position to provide the finance necessary for the operation of the organisation, than the present situation.

In recent years, for finance, the ISC has been dependent on the support of a handful of wealthy National Unions, some of which have evinced little interest in the feelings of other members when they feel that the organisation has ceased to serve their often selfish ends. The situation reached the stage late last year where one union, finding its views unacceptable, could by leaving the organisation and through its influence on financial sources, ensure that the organisation was ultimately forced to wind up its activities. The arrogance of power of rich countries in dealing with their less well-off counterparts is not uncommon in international organisations and the recent history of the International Student Conference provides striking examples of this trait.

On the basis of the financial evidence available, the Supervision Committee recognised that the International Student Conference could no longer operate with a minimum full-time Secretariat offering the present range of services for member unions or having any meaningful programme of activities, other than the IUEF activities. This realisation, despite the fact that in recent years neither the Supervision Committee nor the Secretariat have spared any efforts in their search for funds, demonstrates clearly that at the present

- 4 -

time it is not feasible for a genuinely representative and independent international student organisation to exist.

Having reached the conclusion that the International Student Conference could not continue to exist, the Supervision Committee turned to examining how the financial responsibilities of the ISC could be met. A deficit will be incurred in the operation of the ISC in 1969/69, while other costs will be incurred in dissolving the Secretariat. These two elements exceed the realisable reserves of the organisation, but it is hoped that the balance may be met given the co-operation of major donor countries.

It should be noted that in the opinion of the Committee the additional deficit that would have been incurred had the 13th Conference been held could not have been met and that to have permitted a deficit to arise would have been quite financially irresponsible.

The Charter states that the Conference may decide to dissolve the organisation by a two-thirds majority. Although this provision was obviously intended to refer to cases where dissolution is discussed at a Conference, it was the feeling of the Supervision Committee that the spirit of the Charter requires that any decision to dissolve the organisation must be taken by the member unions. Financial exigencies require that

reached quickly. The Supervision Committee accordingly resolved that a postal ballot of all member unions be held to consider the proposal to dissolve the ISC. It is appreciated that member unions are being given little choice in this matter since the financial and political realities clearly indicate that the organisation cannot survive. Nevertheless, the Supervision Committee is unanimously of the opinion that only member Unions can take the decision to dissolve the organisation. The Supervision Committee strongly urges that the member unions approve by March 10th its recommendation to dissolve the organisation so that the affairs of the International Student Conference can be wound up as efficiently as possible.

The Committee discussed at length what practical activities of the ISC might be continued after the dissolution of the Secretariat. Particular attention was given to the continuation of the work of the ISC's Agency, the International University Exchange Fund which, at present, is the major non-governmental institution dealing with the education problems of African refugee students as well as being active in the field of developmental aid and assisting Southern African liberation movements. As it was clearly possible for these activities to be continued, the Committee discussed the manner in which this might take place. The Committee decided that the Administrative Council of the International University Exchange Fund should be formally authorised to have the IUEF established as an independent institution so that this programme of activities could be continued and expanded further. The Committee also asked the Secretariat to make suitable arrangements so that the International Student Identity Card scheme could continue to function.

The fact that so many National Unions throughout the world in the past and the present have actively participated within the ISC is a clear demonstration of the fact that international student co-operation is important, meaningful and valuable. There is no doubt that the cessation of the activities of the ISC will leave a big vacuum which will be difficult to fill.

- 5 -

In the near future National Unions will have to give first priority to the establishment and development of bilateral, sub-regional and regional co-operation. This process will be slow and will not be easy but must be undertaken.

It is the belief of the Supervision Committee that genuine international student co-operation cannot be based on short-term self-interest, but rather should have as its objective the promotion of student and general welfare by aiming to implement the principles embodied in the United Nations Declaration of Human Rights. It rejects suggestions that it is desirable or even possible to revert to isolationist policies in this age of international inter-dependence. The benefits of international student co-operation have been unequivocally demonstrated for all time and the future must hold the hope of renewed and extended co-operation on some basis yet to be determined.

NAT'L STD. CODE

MAY 70 13:15 PM

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Called by Stan Anderson of
firm of Surrey, Karant, Greene
and Hill (659-9050)

Firm is counsel to NSA; NSA
presently being sued in Ct. of
General Sessions by Brussels
based, International Student
Conference; suit for \$9798,
allegedly for services, travel
expenses, etc., furnished to
NSA by TSC.

As ISC is now defunct, suit
presumably being brought by its
assignees

As NSA in dire financial straits
and as NSA believes expenses
were incurred on behalf of Agency,
NSA planning to interplead Agency.

NSA must answer in about
one week; would have about
two days after that to interplead
Agency.

130

Informed [redacted] told to gather
facts

135

Called [redacted]; not in [redacted]

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D

22 June 1230 [REDACTED]
 called wanted details and
 copies of document -- suit & return
 for [REDACTED] in
 [REDACTED] his [REDACTED] Secretary
 on vacation

(187-3312)

1330 Called Mr. Harland Matthews, A
 Chief, General Litigation Section, [REDACTED]
 Asked if he wanted to be involved
 or if we should make directly w/ U.S.
 Attorney. He said the latter & told
 me for asking.

1400 Called U.S. Attorney's office
 and was referred to Mr.
 Larry Margolis (1204-350). He
 said he would check [REDACTED]
 or [REDACTED] call back.

1450 Margolis called back - said
 he could find no record but as we
 discussed the case it became clear he
 had been mistaken -- thought case was
 in District Court. He explained it
 was in GS court and he was
 surprised. Also said he would have to
 have someone call back tomorrow.

5 June 1450 Received call from [REDACTED]
 [REDACTED]